

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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In re: : Chapter 11
: :
SEARS HOLDING CORPORATION, *et al.*, : Case No. 18-23538 (RDD)
: :
Debtors. : (Jointly Administered)
: :
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RENEWED OBJECTION TO CURE AMOUNT AND RESERVATION OF RIGHTS

[24]7.ai, Inc., formerly known as 24/7 Customer, Inc. (24-7), through its undersigned counsel, respectfully submits this Renewed Objection to Cure Amount and Reservation of Rights and states as follows:

1. On January 25, 2018, 24-7 filed its Objection to Cure Amount and Reservation of Rights with respect to the *Notice of Cure Costs and Potential Assumption of Executory Contracts and Unexpired Leases In Connection With Global Sale Transaction*, D.I. 1731 (the “Notice”) filed by Sears Holdings Management Corporation (the “Debtor”) and served on 24-7 on or about January 18, 2019. D.I. 1831 (“Objection”).

2. In the Objection, 24-7 (i) objected to the cure amount stated in the Notice with respect to the Debtors’ potential assumption of that certain Master Outsourced Services Agreement between the Debtor and 24-7 dated as of April 2, 2012, as amended (the “MSA”) and (ii) reserved its rights to object to the Debtor’s assumption of any individual Statement of Works (SOWs) executed by 24-7 and the Debtors pursuant to the MSA without also assuming the MSA in full. *Id.*

3. On or about January 31, 2019, the Debtor served its *Second Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Global Sale Transaction*. D.I. 2314 (“Second Supplemental Notice”).

4. The Second Supplemental Notice includes the MSA and certain SOWs as contracts subject to potential assumption and assignment by the Debtor in connection with a sale transaction, each with a stated cure amount of \$0. *Id.* at 8.

5. 24-7’s Objection filed on January 25, 2018 applies equally to the Second Supplemental Notice. In particular, 24-7 objects to the cure amount stated in the Supplemental Notice with respect to the MSA. The correct cure amount with respect to the MSA is \$2,674,611.53. In addition, 24-7 continues to reserve its rights to object to the Debtor’s assumption of any individual SOWs, or any of the MSA’s individual provisions. The MSA must be assumed, if at all, in its entirety.

Dated: February 4, 2019
New York, New York

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Attorneys for [24]7.ai, Inc.

CERTIFICATE OF SERVICE

I, Matthew P. Kremer, hereby certify under the penalty of perjury that on February 4, 2019, I caused a copy of this Renewed Objection to Cure Amount and Reservation of Rights to be electronically filed with the Clerk of Court using the CM/ECF System and to be served via this system on all parties who have consented to electronic service.

Dated: February 4, 2019
New York, New York

/s/ Matthew P. Kremer
Matthew P. Kremer